

COMMERCIAL NET GROUND LEASE

FOR SITE NO. 2850

IN LINCOLN AIR PARK WEST

This Ground Lease for Site Number 2850 is executed in duplicate this 20th day of March, 2014, between Airport Authority of the City of Lincoln, Nebraska, hereinafter referred to as "Authority", and the City of Lincoln, Nebraska, a municipal corporation, on behalf of the Lincoln Police Department, hereinafter referred to as "Lessee".

RECITALS

I

In accordance with Article 5, Chapter 3 of the Statutes of Nebraska, the City Council of the City of Lincoln, Nebraska, by appropriate action in 1959, created an Airport Authority and transferred to the Authority the right to use, occupy and manage certain real estate owned by or acquired in the name of the City of Lincoln, including the land leased herein, located on Lincoln Airport in an area denominated "Lincoln Air Park West"; and

II

The Authority deems it advantageous to the support, operation and public purpose of the Airport to lease to the Lessee that certain site and parcel of land described herein; and

III

Lessee proposes to lease on a net basis from the Authority, as herein provided, the ground area and site all as herein described for certain uses by the Lincoln Police Department.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. **Leased Premises.** Authority, in consideration of the rents to be paid by Lessee as hereinafter set forth, and of the covenants and agreements hereinafter stipulated to be mutually

kept and performed by the parties hereto, does hereby lease unto Lessee the following-described premises situated in Lincoln Air Park West upon Lincoln Airport, Lincoln, Nebraska, to-wit:

Site Number 2850 consisting of 80 acres as outlined in red on the attached Exhibit "A";

together with the improvements and appurtenances thereunto belonging or in any wise appertaining (the "Leased Premises"), including the right of ingress and egress thereto and therefrom at all times. Authority agrees to keep the road marked in blue on Exhibit "A" open for use by Lessee in accessing the Leased Premises.

To the extent available, Lessee shall also be permitted to draw water from the existing farm pond located immediately west of and adjacent to the Leased Premises. The Authority does not guarantee that water will be available from the farm pond for such uses and assumes no obligation to Lessee to assure that water is available from the pond. Lessee, in conducting its activities, shall not draw the pond below one-half (1/2) of its normal capacity.

2. **Term.** Lessee shall have and hold the Leased Premises on the date of execution by the Lessee and shall continue for a period of thirty (30) years unless sooner terminated as hereinafter provided.

3. **Rent.**

(a) Lessee shall pay Authority, as rent for the Leased Premises at the rate of Thirty-Four Dollars (\$34.00) per acre for *80 acres* for the sum of Two Thousand Seven Hundred Twenty Dollars (\$2,720.00) per annum payable in advance on the first day of each year beginning May 1, 2014, and ending April 30, 2044.

(b) On the fifth anniversary date of this Lease and on the anniversary date every five (5) years thereafter during the term of this Lease, (or during any exercised option period), the rental set forth above, or as most recently adjusted, shall be increased

in an amount equal to the change in the Consumer Price Index – For All Urban Consumers for U.S. City Average for all Items 1982-84=100 over the prior sixty (60) month period. In the event that the selected consumer price index is not available or has been discontinued, the Authority shall apply a substitute or similar index of consumer prices.

4. **Options to Renew.**

(a) In the event Lessee has complied with all of the terms and provisions of this Lease and this Lease shall be in full force and effect and shall not have been terminated, then and in that event, Authority further gives and grants to Lessee the right, privilege and option of renewing this Lease at the expiration of the Initial Term for an additional ten (10) years beginning on the day immediately following the Expiration Date (the “First Option Period”), upon the same conditions, guarantees and covenants herein set forth, excluding rental rate.

(b) Not later than one hundred eighty (180) days prior to the first day of the First Option Period, Authority will determine in good faith the rental rate for the First Option Period based on the fair rental value of the Leased Premises, and notify Lessee of such rental rate. Lessee shall notify Authority of its intent to exercise its option for the First Option Period no less than ninety (90) days prior to the first day of the First Option Period.

(c) In the event Lessee has complied with all of the terms and provisions of this Lease and the Lease shall be in full force and effect and shall not have been terminated, then and in that event, Authority further gives and grants to Lessee the right, privilege and option of renewing this Lease for an additional ten (10) years beginning on

the first day after expiration of the First Option Period and continuing for a period of ten (10) years (the "Section Option Period"), upon the same conditions, guarantees and covenants herein set forth, excluding rental rate.

(d) Not later than one hundred eighty (180) days prior to the first day of the Second Option Period, Authority will determine in good faith the rental rate for the Second Option Period based on the fair rental value of the Leased Premises and notify Lessee of such rental rate. Lessee shall notify Authority of its intent to exercise its option for the Second Option Period no less than ninety (90) days prior to the first day of the Second Option Period.

5. **Construction of Facility; Plans Approval.** Lessee shall, at its own cost and expense, prepare, or cause to be prepared, plans and specifications for its proposed law enforcement and public safety training facility to be located upon the Leased Premises, which shall include, but not necessarily be limited to, a firing range, canine facilities, and such other uses as may be incidental and related thereto. Such plans and specifications for the facility shall be certified by an appropriate design professional and shall be subject to prior review and approval by the Authority, which approval shall not be unreasonably withheld; however, the orientation of the firing range shall be subject to approval by the Authority without limitation or restriction. Lessee shall obtain all necessary permits and approvals for the facility and shall construct the same, or cause the same to be constructed, in accordance with the approved plans and specifications in a good and workmanlike manner, all at Lessee's own cost and expense.

6. **Premises Restoration Upon Expiration.**

(a) Within one (1) year after termination of its occupancy of the Leased Premises, whether by expiration of the basic term or any extension or renewal thereof, or

by termination prior to the expiration of the term as hereinafter provided, Lessee shall, at its sole cost and expense, remove lead, casings, or other debris from or within the grounds of the Leased Premises and restore the area, as nearly as possible, to its condition prior to Lessee's occupancy of the Leased Premises.

(b) The parties understand that the Leased Premises is part of a "Formerly Used Defense Site" and is designated as FUDS Property No. B07NE0089. The U.S. Army Corps of Engineers has issued a report entitled Final MMRP Site Inspection Report, Lincoln Ammunition Storage Annex, Lancaster County, Nebraska, FUDS Property No. B07NE0089 dated January, 2012, (the "Report"), which identifies levels of various contaminants on the Leased Premises related to use of the site as a "open burn/open detonation range." Notwithstanding anything to the contrary in this Agreement, the Report identified above shall be recognized by the parties hereto as a baseline and Lessee shall not be in any way responsible for the level of contamination from such contaminants as are identified therein, and the cleanup required hereunder shall not entail cleanup of any contaminants below the baseline established in the Report.

(c) Such cleanup shall be performed in accordance with and shall conform to all laws, rules, and regulations of the Environmental Protection Agency and/or Nebraska Department of Environmental Quality applicable to such cleanups.

In the event that Lessee fails or refuses to effect such removal and restoration within one (1) year after termination, Authority may proceed to perform such removal or restoration, or cause the same to be performed, and recover the cost thereof from Lessee.

7. Real Estate Taxes; Personal Property Taxes; Responsibility of Lessee.

(a) As of the initial date of this Lease, the Leased Premises is not subject to real estate taxes pursuant to Neb. Rev. Stat. § 77-201, et seq., or to a payment in lieu of taxes. However, it is agreed that if the Leased Premises become subject to real estate tax or subject to a payment in lieu of tax, then Lessee shall pay the said tax or payment in lieu of tax, in addition to any rental fees specified in this Lease.

(b) Lessee agrees to pay any taxes or assessments that may be lawfully levied against Lessee's personal property and operations, or Lessee's use of the Leased Premises for any improvements placed thereon, or as the result of Lessee's occupancy.

8. **Use of Leased Premises.** Lessee will use the Leased Premises solely for the purpose of constructing, operating and maintaining a law enforcement and public safety training facility, including but not limited to firing range, canine facilities and such other uses as may be incidental and related thereto. The facility may be used by public safety agencies and military units as agreed to by Lessee but shall not be made available to the general public. The Authority agrees that the restriction on use of the facility by the general public shall not apply to (a) volunteers or participants in training activities; (b) events where the public may be invited as spectators by Lessee; or (c) special events sponsored or supervised by Lessee for which the Authority has given written approval. Any request for approval must be received by the Authority, in writing, at least seven (7) days in advance of said special event.

9. Joint Use.

(a) The Authority is authorized by statute to organize and maintain an Airport police force consisting of commissioned police officers. For the purpose of providing necessary training of its police officers, Lessee and Authority agree, notwithstanding

anything to the contrary in this Lease, that the Authority shall have the right of access to and joint use of the safety training facility described in paragraph 5 above. Authority shall pay to Lessee the sum of Eighteen Dollars and Eighty-Nine Cents (\$18.89) per hour for each hour that the Authority utilizes the safety training facility for training of its commissioned police officers. To ensure adequate training availability for its officers, the Authority agrees to a minimum of 144 hours of access per year for a sum of Two Thousand Seven Hundred Twenty Dollars (\$2,720.00) plus payment for any additional hours beyond 144 hours that may be required. The amount owed by the Authority to Lessee for the minimum 144 hours use of the safety training facility shall be deducted in advance from the annual rent set forth in paragraph 3 above. Payment for any additional hours of usage shall be due at the end of the year, but all balances less than One Hundred Dollars (\$100.00), whether it favors the Authority or Lessee, will be considered null and void for that payment period. The Authority will coordinate use of the facility with Lessee.

(b) On the fifth anniversary date of this Lease and on the anniversary date every five (5) years thereafter during the term of this Lease (or during any option period exercised by Lessee), the payment set forth above, or as most recently adjusted, shall be increased in an amount equal to the change in the Consumer Price Index – For All Urban Consumers for U.S. City Average for all Items 1982-84=100 over the prior sixty (60) month period. In the event that the selected consumer price index is not available or has been discontinued, the Authority shall apply a substitute or similar index of consumer prices.

(c) The Authority shall defend, indemnify and hold Lessee and its agents, officers and employees harmless from and against any and all claims, suits, demands, actions, liabilities, loss, damages, judgments, or fines, arising my reason of injury or death of any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys fees, court costs, investigators fees and expert fees) of any nature whatsoever arising out of use of the Facility by employees of the Authority engaged in training activities thereon, except to the extent that such injury, death or damage is caused by the negligent act or omission or willful misconduct of Lessee.

Authority agrees to self-insure or obtain liability insurance with a limit of not less than 5 million dollars to cover such claims and shall include the Lessee as an additional insured. Notwithstanding that Authority agrees to obtain such insurance, the Authority does not waive such governmental immunity as remains available to it under the Political Subdivision Tort Claims Act, and such insurance may include an exclusion for the exemptions listed in said Act, as the same currently exists or as may be amended from time to time.

10. **No Cost to Authority; Development, Maintenance, Repair at Lessee's Cost.**

This Lease, in every sense, shall be without cost to Authority for the development, maintenance and improvement of the Leased Premises and Lessee shall, at its sole cost, except as herein otherwise specifically provided, keep, maintain and repair the entirety of the Leased Premises, and all improvements and facilities placed thereon, in good order, condition and repair as may be required by ordinary and reasonable use or fault on the part of the Lessee. By entry hereunder, Lessee accepts the Leased Premises in its current condition and agrees, upon termination of this

Lease, to surrender the Leased Premises and appurtenances to Authority in the same condition as received or as nearly as possible, reasonable use and wear thereof and damage by fire, act of God or the elements excepted.

11. **Alterations; Plans.**

(a) Lessee shall have the right, during the term of this Lease, to make alterations to the Leased Premises. Lessee shall provide to the Authority a copy of as-built plans of any structure and/or alterations upon completion

(b) Lessee may also attach fixtures and erect signs in or upon the Leased Premises (provided any exterior signs shall be erected only after written approval of plans by Authority), and all appliances, trade fixtures, signs, and all other personal property, of whatever nature made to or placed upon said Leased Premises by Lessee, shall be and remain the property of Lessee and may be removed prior to the termination of this Lease, provided only that Lessee shall restore the Leased Premises to the same condition or as nearly as possible, as existing at the time of entry under this Lease.

(c) The Lessee will not install or maintain any lights, antenna, billboards, or advertising signs upon the grounds, or upon the outside of any improvements on the Leased Premises, except such as may be installed by or approved in writing by Authority, which approval shall not be unreasonably withheld.

(d) The Lessee acknowledges that at the inception of the term of this Lease, the Leased Premises was rolling grass land with minor improvements..

12. **Fire Insurance.** Lessee shall insure or self-insure all structures and improvements on the Leased Premises against perils of fire and extended coverage, and insure or self-insure all of its personal property located at the Leased Premises.

13. **Indemnity; Liability Insurance.**

(a) Lessee shall defend, indemnify and hold Authority and its agents, officers and employees harmless from and against any and all claims, suits, demands, actions, liabilities, losses, damages, judgments or fines arising by reason of injury or death of any person, or damage to any property', including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, court costs, investigator fees, and expert fees) of any nature whatsoever arising out of Lessee's activities on Authority's property, or in its use or occupancy of the Leased Premises, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligent act or omission or willful misconduct of Authority. Authority shall give Lessee reasonable notice of, and an opportunity to defend against, any such claims or actions. Notwithstanding the above indemnification, Lessee shall give Authority reasonable notice of any matter covered herein and shall forward to Authority a copy of every demand, notice, summons or other process received in any claim or legal proceeding covered hereby.

(b) Lessee agrees to self-insure or obtain general or public liability insurance in the amount of Five Million Dollars (\$5,000,000.00) and shall include the Authority as an additional insured. Said insurance policy shall contain a provision to notify Authority in writing thirty (30) days prior to any cancellation or reduction of coverage. Notwithstanding that Lessee is obliged to obtain the insurance required above, the Lessee does not waive such governmental immunity as remains available to it under the Political Subdivision Tort Claims Act, and such insurance may include an exclusion for the exemptions listed in Neb. Rev. Stat. § 13-910 (2011 Supp.).

14. **Utilities.** The parties understand that the Leased Premises are currently rural in nature and no utilities serve the Leased Premises. All work and materials needed to extend utilities to serve the Leased Premises shall be at the sole cost and expense of Lessee. Lessee shall pay for all water, sewer, gas, heat, light, power and telephone service supplied to the Leased Premises, including standard metering devices for the measurement of such services. In the event it shall become necessary, as a condition of service, to make changes upon the Leased Premises or on the site covered by this Lease, of any wiring, plumbing or similar installations, Lessee will make such changes and installations, at its expense, as directed and required by the utility organizations. It is further agreed that Authority shall have the right, without cost to Lessee, to install and maintain in, on or across the Leased Premises, sewer, water, gas, electric, steam and telephone lines, or other installations necessary to the operation of the Airport or to service required by other tenants of the Authority; provided, however, that Authority shall carry out such work and locate any above-ground structures in a manner so as not to unreasonably interfere with Lessee's use of the Leased Premises.

15. **Storage; Mowing; Snow Removal; Garbage.** Lessee agrees that all storage of equipment, materials, or supplies will be maintained in a neat and orderly manner and shall not be allowed to become an eyesore (temporary storage for loading or unloading excepted), and Lessee will cause to be removed, at its own expense, all junk, waste, garbage and rubbish and perform necessary mowing and snow removal.

16. **Compliance with Laws.** Lessee shall, in the use of the Premises, comply with all applicable requirements of all municipal, state and Federal authorities now in force, or which may hereafter be in force, and will observe all applicable municipal ordinances, state and Federal statutes now in force, or hereafter to be in force, and Lessee and its employees, agents and

invitees shall obey such reasonable rules and regulations as may from time to time be promulgated by Authority, or its authorized agents in charge of the Airport, to insure the safe or orderly conduct of operations of the Airport and traffic to, from and upon the Leased Premises. Lessee, in its use of the Leased Premises, shall comply with the Noise Control Ordinance of the City of Lincoln (Chapter 8.24 of the Lincoln Municipal Code) or any similar noise ordinance adopted by the City in the future.

17. **Aerial Approaches; Protection.** Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Leased Premises that, in the opinion of Authority, would limit the usefulness of the Airport or constitute a hazard to aircraft.

18. **No Adverse Affect on Airport.** It is understood and agreed that the rights granted by this Lease will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.

19. **Rights Reserved; Noise and Airspace.** There is hereby reserved to Authority, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

20. **No Assignment or Subletting.** Lessee shall not assign this Lease, or any interest therein, and shall not sublease the Leased Premises in whole or in part and any such assignment or sublicensing shall be void and shall, at the option of Authority, terminate this Lease. This

limitation is not intended to restrict Lessee from entering into agreements with other public safety agencies or military units for the use of the Licensed Premises for training purposes.

21. **Authority; Access to Leased Premises; Inspections.** Authority shall have free access to the Leased Premises at all reasonable times for the purposes of examining or inspecting the conditions thereof relevant to any right or power reserved by Authority pursuant to the terms of this Lease.

22. **Surrender; Holding Over.** At the end of the term of this Lease, Lessee shall surrender and deliver up the Leased Premises to the Authority in as good condition as at the beginning of the term, and shall remove all of its property and improvements from the Leased Premises. The failure of Lessee to surrender the Leased Premises on the date provided herein for the termination of this Lease term, and the subsequent holding over by Lessee, with or without the consent of Authority, shall result in the creation of a tenancy from month-to-month. This holding over shall not result in a renewal or extension of this Lease. All other terms and conditions of this Lease shall remain in full force and effect during any month-to-month tenancy hereunder, except the rental rate, which may be increased by Authority after notice to Lessee.

23. **Termination; Notice.** Lessee agrees that:

(a) If Lessee fails or refuses to pay the rent reserved hereunder within thirty (30) days after the same becomes due and payable as per the terms of this Lease; or

(b) If Lessee defaults in the performance of any terms, conditions, or covenants contained in this Lease, and if such failure, refusal, or default continues for six (6) months after written notice thereof is given to Lessee by Lessor, then such failure, refusal, or default shall, at the option of Authority, effect a termination of this Lease to the same extent as if the term hereof had expired by passage of time and Authority may,

in that event, exercise all remedies herein provided for a breach by Lessee, as well as any and all remedies provided by law or in equity. It is further agreed that upon said breach and after notice as provided above, Authority or its agents may reenter and repossess the Leased Premises and remove all of Lessee's property therefrom. In the event of a breach of this Lease Agreement by Lessee, Authority shall, in that event, be entitled to exercise all remedies herein provided for a breach by Lessee, as well as any and all remedies provided by law or in equity.

(c) The Lessee has the right to terminate this Agreement for any reason for its own convenience. If the City terminates this Agreement for convenience, the City shall provide the Authority with thirty (30) days written notice of termination.

24. **FAA Lease Addendum.** Lessee agrees that it will, by Lease Addendum, agree to such additional provisions as may be required by the FAA as a condition of granting to Authority funds for Airport improvement projects or as FAA or Authority deem necessary for the operation, safety and security of the Airport. In the event the said Lease Addendum is required and Lessee does not desire to enter into the said Lease Addendum, then in that event Lessee shall give Authority notice of said termination at least ten (10) days before the effective date of the termination.

25. **Hazardous Materials; Indemnification.** Lessee shall not cause or permit any hazardous substance or material to be brought upon, kept or used in or about the Leased Premises by Lessee, its agents, employees, contractors or invitees, except for such use as is in compliance with all laws, ordinances and regulations. Lessee agrees that it shall be fully liable for all costs and expenses related to Lessee's use, storage, or disposal of hazardous substances or materials kept upon the Leased Premises by the Lessee, and the Lessee shall give prompt notice

to the Authority within twenty-four hours of the occurrence of any violation or potential violation of the provisions of this Lease by Lessee. Lessee shall defend, indemnify, and hold harmless Authority and its agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to Lessee's use, storage, or disposal of hazardous substances or materials to include:

- (a) The presence, disposal, release or threatened release of any such hazardous substance or material that is on, from, or effects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise;
- (b) Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous substance or material;
- (c) Any lawsuit brought or threatened, settlement reached, or government order relating to such hazardous substance or materials; or
- (d) Any violation of any laws applicable thereto.

The provisions of this Lease shall be in addition to any other obligations and liabilities Lessee may have to Authority at law or in equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease.

As used herein, the term "hazardous substance or material" means:

- (a) Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;

(b) Any “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;

(c) Any glycol, oil, petroleum products, and their byproducts; and

(d) Any material or substance which is or becomes regulated by any federal, state, or local governmental authority.

26. **Regulations; Compliance; Nondiscrimination.**

(a) Lessee shall comply with all regulations promulgated by the Federal Aviation Agency, Environmental Protection Agency, Nebraska Department of Environmental Quality, Nebraska Department of Health, the Lincoln-Lancaster County Department of Health and any other agency of municipal, state or Federal government which regulates Lessee’s use of the Leased Premises.

(b) Lessee for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the DOT, and as said regulations may be amended.

(c) Lessee for itself, its successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land

that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the DOT, and as said regulations may be amended.

27. **Notice.** All notices to be given pursuant to this Lease shall be addressed to the Airport Authority, Lincoln Airport, P.O. Box 80407, Lincoln, Nebraska 68501, or to the Lessee by sending notice to the Chief of Police, City of Lincoln, 575 South 10th, Lincoln, Nebraska 68508. Notice shall be deemed to have been fully given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid and deposited, postage prepaid, in a post office regularly maintained by the United States Government.

28. **Time of the Essence.** It is specifically declared and agreed that time is of the essence of this Lease Agreement.

29. **Headings.** The titles to the paragraphs of this Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease Agreement.

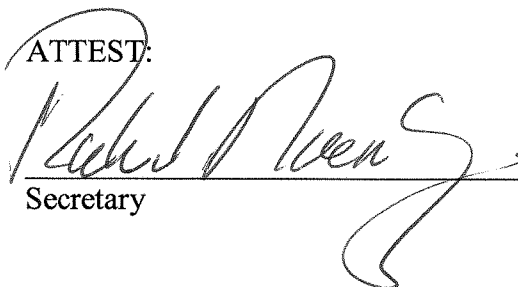
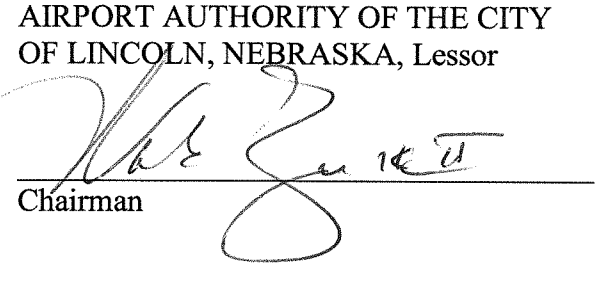
30. **Remedies of Authority Cumulative.** The remedies given to Authority in this Lease Agreement shall be cumulative, and the exercise of any one remedy by Authority shall not be to the exclusion of any other remedy.

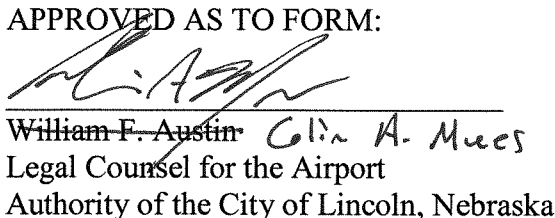
31. **Waivers.** Waiver by Authority of any breach of any covenant or duty of Lessee under this Lease Agreement is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

32. **Modification of Agreement.** Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

33. **Entire Agreement.** This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

ATTEST: AIRPORT AUTHORITY OF THE CITY
OF LINCOLN, NEBRASKA, Lessor
 By: 
Secretary Chairman

APPROVED AS TO FORM:

~~William F. Austin~~ *Colin A. Mues*
Legal Counsel for the Airport
Authority of the City of Lincoln, Nebraska

Attest: CITY OF LINCOLN, NEBRASKA, Lessee

City Clerk By: _____
Mayor of the City of Lincoln

APPROVED AS TO FORM:

City Attorney

APPROVED:

Chief of Police



 **BOUNDARY PLAN (80 AC)**
SCALE: 1"=200'-0"

**Lincoln Airport Authority
City of Lincoln Police Dept. Training Range
Exhibit A**



The Clark Enersen Partners
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Lincoln, Nebraska
1010 Lincoln Mall, Suite 200
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Fairway, Kansas

LPD Firing Range
Lincoln, NE
TCEP No.: 227-153-13

Date: March 18, 2014